

THIS OMNIBUS AMENDMENT AGREEMENT (this “Agreement”) is dated as of December 31, 2022 and entered into by and among ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”), VIKING COMPANIES LLC, a Florida limited liability company (“Developer”), and CP EVENT CENTER OPERATIONS, LLC, a Florida limited liability company and a wholly owned subsidiary of the Developer (the “Operator”), with reference to the following recited facts:

**RECITALS**

WHEREAS, on January 17, 2020, the Developer tendered an unsolicited proposal to collaborate with the County to develop, design, construct, manage, and maintain a multi-purpose sports center (“Sports Center”); and

WHEREAS, on July 23, 2021, the Alachua County Board of County Commissioners (the “Board”) and Developer entered into a Multi-Purpose Sports Center Development Agreement (the “Development Agreement”) outlining how the Sports Center was to be developed, designed, and constructed; and

WHEREAS, on July 23, 2021, the Board and the Operator entered into an Operations and Maintenance Agreement (the “Operations Agreement”, and collectively with the Development Agreement are referred to herein as the “Agreements”) outlining how the Sports Center will be operated and maintained once development was complete and the Development Agreement expired; and

WHEREAS, due to supply chain issues, the delivery, and thus the installation of the event center flooring, has been delayed which delayed final completion of the Sports Center beyond the scheduled date of December 26, 2022; however, the Developer and Operator believe an opportunity exists to attract certain track events prior to final completion; and

WHEREAS, the Developer and the Operator have requested authorization to apply to the County for a temporary certificate of occupancy and temporarily open the Sports Center for a partial track season beginning in January of 2023 and ending approximately March 31, 2023 (“Temporary Opening”); and

WHEREAS, the Development Agreement and the Operations Agreement need to be amended to accommodate the request to commence operations prior to completion of the Sports Center to provide for the operations of the Sports Center during the Temporary Opening prior to the final completion of the Sports Center by the Developer; and

WHEREAS, it is anticipated that upon the conclusion of the Temporary Opening, the Sports Center shall close again for completion of development in accordance with the Development Agreement and shall re-open upon the issuance of a certificate of occupancy by the County and in accordance with the Development Agreement and Operations Agreement; and

WHEREAS, the parties agree to enter into this Agreement to effectuate the changes necessary to accommodate the Temporary Opening of the Sports Center.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES OF THE COUNTY, THE DEVELOPER AND THE OPERATOR SET FORTH IN

THIS AGREEMENT, THE COUNTY, THE DEVELOPER AND THE OPERATOR AGREE, AS FOLLOWS:

**ARTICLE I  
DEFINITIONS**

Terms defined in the preamble hereto shall have the meanings ascribed thereto in such preamble. Capitalized terms not otherwise defined in this Agreement shall have the meaning as set forth in the Operations Agreement or the Development Agreement.

**ARTICLE II  
GENERAL PROVISIONS**

(a) The Developer is hereby authorized to apply for a temporary certificate of occupancy in order for the Sports Center to open temporarily in January 2023 until March 31, 2023, to host events, which is prior to final completion of the Sports Center under the Development Agreement. This authority does not constitute an abrogation of the County's governmental or land development regulatory powers, or the Developer's or Operator's obligations to comply with applicable Laws and Regulations.

(b) During the Temporary Opening and until the Sports Center is closed to the general public in order to complete development of the Sports Center, the Operator will operate and maintain the Sports Center in accordance with the Operations Agreement and the Developer will continue to complete the development of the Sports Center in accordance with the terms of the Development Agreement, except as otherwise provided in this Agreement.

(c) During the Temporary Opening, the Operator will be granted access to the Sport Center for the purpose of temporarily operating the Sports Center in accordance with the Operations Agreement, while Developer controls the Sports Center under the terms of the Development Agreement.

(d) During the Temporary Opening, the Developer and the Operator shall have the duty to coordinate with each other their simultaneous performance of their respective contracts in a manner that will not interfere with the other's ability to perform under its respective contract.

(e) The Developer and Operator hereby waive, release and hold the County harmless for any interference by the Developer or Operator with the other's ability to perform under its respective contract.

(f) The Developer and Operator hereby agree that this Agreement, and the fact and circumstances giving rise for the need of this Agreement, do not constitute a Relief Event or otherwise constitute the basis for a claim by neither the Developer nor the Operator for damages, additional funds, or adjustments to the Financial Terms, as defined in the Development Agreement.

**ARTICLE III  
Specific Amendments**

(a) The Project Schedule set forth in Exhibit C of the Development Agreement is hereby deleted and the attached revised Exhibit C containing the revised schedule dates, including the new Substantial Completion date, the new Final Completion date, the dates for the opening and closing of the Temporary Opening, dates for the installation of the flooring, any other changes

to the Project Development Schedule and the new Exhibit C shall constitute the revised Project Development Schedule.

(b) Section 2.1 of the Operations Agreement is hereby amended to provide that the minimum number of Sport Park Events shall be 25 for calendar year 2023 .

(c) Notwithstanding the provision of Section 3.1 of the Operations Agreement, the Term of the Operations Agreement shall commence on January 1, 2023.

(d) Notwithstanding the provision of Section 6.2 (iv) of the Operations Agreement, during the Temporary Opening the Operator shall maintain a level of Operating Inventory reasonably appropriate for supplying the needs of the Sports Center and its customers during such Temporary Opening.

(e) Notwithstanding the provision of Section 6.2 (xi) of the Operations Agreement, the Parties recognize that during the Temporary Opening only a limited schedule of track events will be held at the Sports Center.

(f) Notwithstanding the provision of Section 6.2 (xv) of the Operations Agreement, the performance of asset management and life cycle repairs and replacement shall be suspended until final completion of the Sports Center.

(g) Notwithstanding the provision of Section 6.2 (xvi) of the Operations Agreement, the Annual Budget shall be adjusted to take into consideration the Temporary Opening and the delayed Final Completion.

(h) Notwithstanding the provision of Section 6.6.2, 6.6.4, 6.6.5 and 6.6.6 of the Operations Agreement providing for the collection and application of Sport Center Gross Revenues and the establishment of center reserves, all Sports Center Gross Revenues collected and all Sport Center Expenses incurred during the Temporary Opening shall be maintained, applied to, and tracked through the proforma Annual Budget as provided for in the Operations Agreement, with all Sports Center Gross Revenues being deposited into the Operating Account. All monthly Sports Center Expenses shall be paid out of the Operating Account and any surplus shall remain and be held in the Operating Account until the issuance of the final certificate of occupancy, at which time all remaining rights and obligations under the Operations Agreement shall be fully in force as set forth therein, including Section 6.6.2 and the application of Sports Center Gross Revenues and Sports Center Expenses, respectively.

(i) Notwithstanding the provisions of Section 7.2 of the Operations Agreement, the Operator will adjust the Annual Budget for calendar year 2023 to provide for the partial year of operating the Sports Center.

(j) Notwithstanding the provisions of Section 7.4 of the Operations Agreement, the Sports Event Center Key Performance Indicators described in Exhibit H of the Operations Agreement shall be applied commencing calendar year 2024

**ARTICLE IV**  
**Miscellaneous**

(a) Except as modified herein, all the provisions, definitions, terms and conditions of the Development Agreement and the Operations Agreement are hereby ratified, approved and confirmed.

(b) If any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

(c) This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**SIGNATURE PAGE  
TO  
OMNIBUS AMENDMENT AGREEMENT**

IN WITNESS WHEREOF, the County, the Developer and the Operator have executed this Agreement as of the Date indicated below.

ATTEST: **COUNTY: ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Name: J.K. "Jess" Irby, Esq.  
Title: Clerk


By: \_\_\_\_\_  
Name: Anna Prizzia  
Title: Chair

DATE: December \_\_, 2022

Approved as to Form

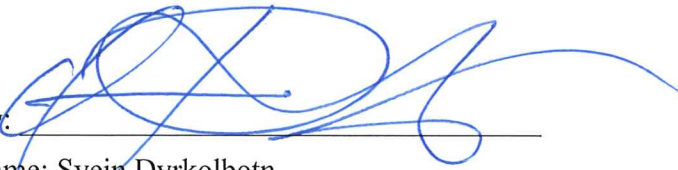
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70E5E81DBE1E4D3  
Alachua County Attorney

**OPERATOR: CP EVENT CENTER OPERATIONS, LLC**

By:   
Name: Svein Dyrkolbotn  
Title: MANAGER

DATE: December 29, 2022

**DEVELOPER: VIKING COMPANIES LLC**

By:   
Name: Svein Dyrkolbotn  
Title: Manager

DATE: December 29, 2022